



LERROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



June 21, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NUMBER THREE
TO AGREEMENT NUMBER 75480 WITH GLOBAL TEL*LINK
FOR INMATE AND JUVENILE TELEPHONE SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request Board approval and execution of Amendment Number Three (Amendment) to Agreement Number 75480 (Agreement) with Global Tel*Link (GTL) to extend the term of the current Agreement for inmate and juvenile telephone services for up to six months. This extension period will enable the Los Angeles County Sheriff's Department (Department) and Probation Department (Probation) to complete the Los Angeles County's (County) protest process and transition to a new Agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Amendment to the Agreement with GTL to continue providing telephone services to inmates and juveniles being held in the Department's and Probation's facilities. The Amendment will extend the term of the Agreement for up to six months from July 1, 2011, through December 31, 2011.
2. Delegate authority to the Sheriff or his designee to terminate the Agreement earlier, in whole or in part, with 30 days advance written notice once the Department has completed its protest process and transitions to a new Agreement.

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will ensure there is no interruption of telephone service to the inmates or juveniles being held in both the Department's and Probation's facilities, nor to the revenue generated from the telephone services. Also, the extension will allow the Department and Probation to complete the County's protest process and provide for the transition period to a new inmate and juvenile telephone system and services agreement.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety. This Amendment will continue to allow inmates and juveniles to have access to telephones that generate revenue and, thereby, continue to support various programs and projects for inmates.

FISCAL IMPACT/FINANCING

This is a revenue-generating Agreement. The Contractor pays the Department and Probation a commission of 52 percent of the Contractor's actual gross billed revenues. Revenue generated is deposited into the Department's Inmate Welfare Fund (IFW) and Probation's General Fund. The funds are used to support various educational and recreational programs and projects that benefit the inmates and juveniles.

Because the extension period is only for six months or less, GTL will not be required to pay the Department and Probation the up-front Committed Annual Guarantee (CAG) or furnish a performance bond starting July 1, 2011. Instead, GTL will make monthly revenue payments in arrears to the Department and Probation for commissions earned during the remainder of the term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department and Probation released a Request for Proposals solicitation on December 31, 2009, to provide inmate and juvenile telephone system and services to inmates and juveniles being held in the Department's and Probation's detention facilities. Four proposals were received, reviewed, and evaluated. The Department and Probation have completed the negotiation process with the selected vendor, Public Communications Services, Incorporated. The Department and Probation will work to transition to the new vendor after the County's protest process is complete.

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The Amendment extends the term of the Agreement for a period not to exceed six months, changes the payment structure to eliminate the up-front CAG payment, and waives the performance bond requirement for the remainder of the term.

GTL is in compliance with all Board and Chief Executive Office requirements.

County Counsel has reviewed and approved the Amendment as to form.

Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

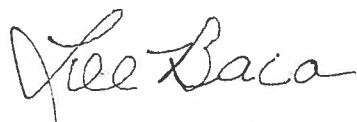
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted telephone services for inmates and juveniles who are being held in the Department's and Probation's facilities. Additionally, it will allow for the continued growth of the IWF, which is the principal source of funding for educational and other inmate programs.

CONCLUSION

Upon approval by your Board, please return three adopted copies of this Board letter and two originally executed Amendments to the Department's Contracts Unit.

Sincerely,



LEROY D. BACA
SHERIFF



DONALD H. BLEVINS
CHIEF PROBATION OFFICER

COUNTY OF LOS ANGELES

AMENDMENT NUMBER 3 TO AGREEMENT NUMBER 75480 JUVENILE AND INMATE TELEPHONE SERVICES

This Amendment Number 3 to Agreement Number 75480 (hereinafter "Agreement") is entered into this _____ day of _____, 2011 by and between the County of Los Angeles (hereinafter "County") and Global Tel*Link Corporation (hereinafter "GTL" or "Contractor").

- A. WHEREAS, on December 13, 2005, County and Pacific Bell Telephone Company entered into the Agreement to provide Inmate and Juvenile Telephone Services for the Sheriff's and Probation Departments; and
- B. WHEREAS, on April 8, 2008, the Board approved Amendment Number 1 to the Agreement whereby Pacific Bell Telephone Company assigned the Agreement in its entirety to GTL; and
- C. WHEREAS, on November 30, 2010, the Board approved Amendment Number 2 to the Agreement whereby the parties extended the Agreement for six (6) months from January 1, 2011 through June 30, 2011; and
- D. WHEREAS, County and Contractor desire to extend the term of the Agreement for up to six additional (6) months, to avoid an interruption of services while the Sheriff and Probation Departments complete the protest process and extend to a new Inmate Telephone System and Services agreement; and
- E. WHEREAS, County and Contractor agree that the Agreement may terminate prior to its expiration upon thirty (30) days advance written notice by County to Contractor.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor hereby agree as follows:

- 1. Effective July 1, 2011, the Agreement shall be extended for up to six (6) months from July 1, 2011 through December 31, 2011. Notwithstanding, the Sheriff, or his designee, may terminate this Agreement earlier, in whole or in part, with thirty (30) days advance written notice of such termination.
- 2. Contractor shall not be required to pay County the up-front Committed Annual Guarantee (CAG) required under Section 8.2, Committed Annual Guarantee – Subsequent Years, of the Agreement during the extension period above commencing July 1, 2011. Contractor shall continue to make monthly revenue payments to County in arrears based upon actual commissions earned by County at the commission

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rate set forth in Section 8.3.1, Commission, of the Agreement within seven (7) business days following each month in which the commissions were earned by County. The Inmate Telephone System Management Reporting Requirements listed in Section 4.0 of Exhibit A, Statement of Work, shall remain in full force and effect and shall be presented to County in support of the monthly revenue payments.

3. Contractor shall not be required to furnish to County the performance bond under Section 11.24.5, Performance Bond, of the Agreement, which would be in an amount of at least the CAG, during the extension period above commencing July 1, 2011.
4. Except as expressly provided in this Amendment Number 3, all other provisions, and conditions of the Agreement will remain the same and in full force and effect.
5. Contractor represents and warrants that the person executing Amendment Number 3 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of Amendment Number 3 and that all requirements of Contractor have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number 3 to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number 3, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
Mayor, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By: _____
Deputy

GLOBAL TEL*LINK CORPORATION

Signed: _____

Printed: Jeffrey B. Haidinger

Title: President, services

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: Michele Jackson
Michele Jackson
Deputy County Counsel